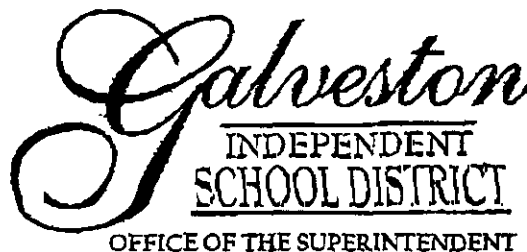


Exhibit E

BEN: 141339

Form 471 Application Number: 495787



All children can and will learn.

June 21, 2007

Mel Blackwell
Vice President
Schools and Libraries Division
100 S. Jefferson Rd.
Whippany, NJ 07981

Dear Mr. Blackwell,

Please be advised that Christopher C. Webber was an employee of Galveston ISD (BEN 141399) from August 21, 1997 through March 9, 2007. Christopher C. Webber, who served as our Executive Director of MIS, was Galveston ISD's authorized contact person for 2006-2007 E-rate Application Cycle for 470 #: 191840000561722 and 471 # 495787.

Christopher C. Webber is not related to the Christopher Robert Webber of CRW Consulting, LLC. , PO Box 701713, Tulsa, OK 74170-1713, 918-445-0048.

Additionally, Galveston ISD has never done business with Chris R. Webber, owner of CRW Consulting, LLC, as evidenced by the e-mail attachment. In this e-mail, he states that Galveston ISD has never been a client of CRW Consulting, LLC.

Sincerely,

A handwritten signature in cursive script that reads "Lynne Cleveland".

Lynne Cleveland
Superintendent

Attachment

Lynne Cleveland, Superintendent

Mathis, John

From: Chris Webber [chris@crwconsulting.com]

Sent: Thursday, June 21, 2007 11:58 AM

To: Mathis, John

Subject: CRW Consulting

John:

Just a quick note to confirm our conversation today - Galveston ISD is not now, and has never been a client of CRW Consulting. I have never prepared any E-rate paperwork for the district.

If you have any other questions, please let me know.

Christopher Robert Webber
CRW Consulting, LLC
918.445.0048

6/21/2007

Exhibit F

BEN: 141339
Form 471 Application Number: 495787

**CASE SR-2006-141339**

Date:	05/23/06	due	Date	05/30/06
To:	Yelena Seryakova	Sender:	Christopher Webber, Exec. Director - MIS	
Phone:	973-581-6715	E-Mail:	Chris_Webber@gisd.org	
Fax:	973-599-6515	Entity:	Galveston Independent School Dist.	
E-Mail:	yseryak@sl.universalservice.org	Fax #:	409-762-8147	
Subject:	Funding year 2006 Selective Review (SRIR)	Phone:	409-766-5174	

GISD RESPONSE:

Professional development: See Attachment – PROFESSIONAL DEVELOPMENT

Retrofitting: See Attachment – RETROFITTING

Bids: See Attachment – BIDS

Consultant: Please indicate either "yes" or "no" as to whether you used a consultant and, if you did, provide a copy of the consulting agreement.

GISD RESPONSE

Yes GISD did have an E-Rate consultant assist us, although we do not have a signed agreement. This is a list of the services we had the opportunity to exercise from the consultant:

Phase 1 – Filing Preparation: Analyze Eligibility Data and Make recommendations to GISD for eligible services

Phase 2 – Assist GISD in preparing information necessary to complete Forms 470 :

Phase 3 – Assist GISD in preparing information and required documentation for completion of Forms 471

Thank you for your assistance,

A handwritten signature in black ink, appearing to read "Christopher C. Webber", is written over a horizontal line.

Christopher C. Webber

Executive Director MIS / Galveston ISD

Voice: 1-409-766-5174

Fax: 1-409-762-8147

Email: chris_webber@gisd.org

PROFESSIONAL DEVELOPMENT

Please provide a one-page summary of the resources and strategies you have for technology professional development addressing the questions listed below.

- Do you have a training staff?

Galveston ISD has several personnel that provide technology related staff development as one part of their overall job description. By this response it is meant that there are no individuals whose job is solely training.

- Who provides the training?

GISD employees in the MIS Department, Curriculum and Instruction, Business Office, and campus personnel provide most of the training. Occasionally an outside resource is used to come to GISD to provide training. Also, some training is received at the regional educational service center, conferences, and seminars.

- Who receives the training and what are they trained on?

Administrative support, clerical support and teaching staff (the majority of GISD employees) receive training.

Training topics include:

- Software: Student Data System, Business Operations System, Human Resources, Grade and Attendance, Inspiration, Internet, MS Office, E-Mail, web page development, other student learning tools.
- Use of LCD projectors in the classroom
- Use of Videoconference facility
- Other technology training

- Is a train-the-trainer mode of training used?

For some of the training the train-the-trainer is used, particularly when outside trainers are brought in or GISD employees attend training at a remote site

- Are there Education Service Agencies that provide training?

Yes, ESC Region 4 located in Houston (approximately 65 miles from GISD) offers training and GISD participates in some of the training that is offered there, as well as contracting their training staff to come here.

RETROFITTING

- Your investment in retrofitting appears low in relation to the level of network resources you are requesting. Have you already retrofitted your buildings for technology (prior to 2005)? If so, can you briefly document the dollar amount and/or the work done? Also please indicate if this is a *relatively new school (past five years or so)*. If not, please provide a one-page summary of the resources and strategies you have available to retrofit your schools for technology.

NOTE: Retrofitting refers to removing asbestos, adding air conditioning, upgrading wiring, building server closets, knocking down or drilling through walls, or anything else done in order to prepare buildings for new technology.

GISD RESPONSE:

Although there have been millions of dollars spent over the last few years in air conditioning upgrades, asbestos abatements, reconfiguring buildings and classrooms, the motivation has not been to add technology to GISD.

In 2004 GISD passed a bond proposal for approximately \$60 Million. Of the sum, approximately \$5.5 Million was for technology. The larger portion was spent for building & construction. For example, what was previously known as Bolivar school (K-8) has been replaced with the new Crenshaw Campus (serving the same grades). There was some technology infrastructure included in the roughly \$10 million spent on that campus. The \$5.5 Million is for adding PCs to classrooms, technology furniture and LCD projectors mounted in the classrooms.

In 1997 (nine years ago) GISD began a massive project to install network infrastructure in our buildings and also created the GISD Wide Area Network. This project was completed in roughly three years (~ year 2000) at a cost of approximately \$2 Million, spread over that time period. The majority of funding was from Texas State Technology funds (~\$27.00 / student each year) and several Texas Telecommunications Infrastructure Fund grants totaling ~ \$ 1 Million.

Each Campus has a network infrastructure of either Cat 5E or Cat 6 network cabling with Cisco gigabit fiber backbone connecting network equipment closets. Each classroom, lab and office has at minimum one network drop.

The GISD WAN utilizes T-1 and GigaMan technology which we include in our E-Rate application each year.

BIDS

- Please specify how many bids you received in response to your Form 470 # 191840000561722 for following FRNs

GISD RESPONSE:

GISD filed form 470 but did not receive bids for these services as a result of posting the 470. There were several instances where we inquired with vendors to see if services comparable to existing Tariff telecommunication services were available, or to see if there were other vendors which had offerings comparable to the State DIR Contract quotes. Below is a summary of the FRN services and notes pertinent to the naming of a vendor for the indicated service.

FRN	# of bids/quote	Service
1394796	1	Local Phone Service - Tariff Price
1394809	1	T-1 Data Lines - Tariff Price
1394857	1	Cell Phones - State DIR Contract
1394909	1	GigaMan Data Lines (Existing)- Tariff Price
1452998	1	GigaMan Data Line (New) - Tariff Price

Exhibit G

BEN: 141339
Form 471 Application Number: 495787



Universal Service Administrative Company

Step 3: Open a Competitive Bidding Process (Form 470)

Applicants must file the *Description of Services Requested and Certification Form* (Form 470) to begin the competitive process and must ensure an open and fair competitive bidding process for specific products.

Applicants must file a new Form 470 each funding year for requests for tariffed or month-to-month services and for new contractual services. When the Form 470 is filed, USAC will make it available to interested service providers by posting it to the USAC website.

Applicants must:

- Describe specific services or functions for support
- Identify the correct category of services: telecommunications, Internet access, internal connections, or basic maintenance of internal connections
- Identify recipients of services for support
- Follow all applicable state and local procurement laws
- Wait 28 days after the Form 470 is posted to the USAC website or after public availability of your Request for Proposals (RFP), whichever is later, before selecting a vendor or executing a contract (see Step 4: Select the Most Cost-Effective Service Provider)

Applicants may:

- Use RFPs or other solicitation methods tailored to specific needs and circumstances in addition to the required Form 470.

The Form 470 must be completed by the entity that will negotiate for eligible products and services with potential service providers. A service provider that participates in the competitive bidding process as a bidder cannot be involved in the preparation or certification of the entity's Form 470.

A new Form 470 is **not** required if an applicant intends to seek discounts on services provided under a multi-year contract executed under a posted Form 470 in a prior funding year.

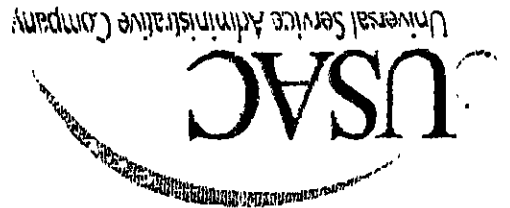
Step 2 Develop a Technology Plan

Step 4 Select a Service Provider Process

Last modified on 1/6/2006

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Step 3: Run an Open and Fair Competitive Bidding Process

Form 470 Information

Applicants must ensure an open and fair competitive bidding process to receive Schools and Libraries support.

The competitive bidding process begins when the *Description of Services Requested and Certification Form* (Form 470) is posted to USAC's website. In Form 470, the applicant describes the types of products and services it desires and for which it is accepting bids. The applicant must conduct a fair and open competitive procurement in which it decides upon which products services to order and report on the *Services Ordered and Certification Form* (Form 471).

The applicant must be ready to accept bids once the Form 470 is posted on the USAC website. The applicant also must take an affirmative role in evaluating such bids. Applicants may not delegate the evaluation role to anyone associated with a service provider.

Request for Proposals. A Request for Proposals (RFP) is not required, but it is a good idea to have one. An RFP describes the project undertaken, with sufficient details to inform potential bidders of the scope, location, and any other requirements for the project. If an RFP exists, the applicant must indicate on Form 470 where the RFP is available, whether on a website or from a contact person. If state or local procurement regulations impose additional requirements, such as eligibility requirements for bidders, these requirements must also be noted on Form 470.

Competitive Bidding. The goal of competitive bidding is to have as many bidders as possible respond to a Form 470 or an RFP so that the applicant can receive better service and lower prices.

The competitive bidding process must be fair and open. "Fair" means that all bidders are treated the same and that no bidder has advance knowledge of the project information. "Open" means there are no secrets in the process - such as information shared with one bidder but not with others - and that all bidders know what is required of them. The Form 470 or the RFP should be clear about the products, services, and quantities the applicant is seeking.

In order to be sure that a fair and open competition is achieved, any marketing discussions held with service providers must be neutral, so as not to taint the competitive bidding process. That is, the applicant should not have a relationship with a service provider prior to the competitive bidding that would unfairly influence the outcome of a competition or would furnish the service provider with "inside" information or allow it to unfairly compete in any way. For example, a conflict of interest exists when the applicant's consultant is associated with a service provider that is selected and is involved in determining the services sought by the applicant and the selection of the applicant's service providers.

Step 2 Develop a Technology Plan	Step 4 Select a Service Provider Process
----------------------------------	--

Last modified on: 1/8/2006

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Exhibit H

BEN: 141339
Form 471 Application Number: 495787


CASE SR-2006-141339


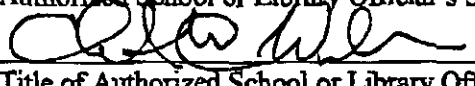
Date: 19-May-06
 To: Yelena Seryakova
 Phone: 973-581-6715
 Fax: 973-599-6515
 E-Mail: yscryak@sl.universalservice.org
 Subject: Funding year 2006 Selective Review (SRIR)

Sender: Christopher Webber, Exec. Director - MIS
 E-Mail: Chris_Webber@gisd.org
 Entity: Galveston Independent School Dist.
 Fax #: 409-762-8147
 Phone: 409-766-5174

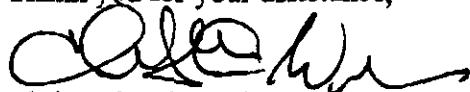
Selective Review Information Request Checklist

Items for the E-Rate Reviewer	Document(s) Title & Corresponding FRN	Status
Item 25 Worksheet Summary (page 3)	The included document is titled Item 25 Worksheet and applies to all FRNs for the E-rate Funding Application being reviewed	<input checked="" type="checkbox"/> Enclosed
Signed & dated contracts and/or other agreements with service providers related to the Form(s) 471	Applies to FRNs 1394909, 1394918, 1452998	<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> N/A
Request For Proposal (RFP)	Applies to FRNs 1394818, 1394894	<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> N/A
All bid responses received for all funding requests	Applies to FRNs 1394818, 1394894	<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> N/A
Vendor selection process description (created during the bidding process)	Applies to FRNs 1394818, 1394894,	<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> N/A
Signed and dated Consultant Agreement(s) or Letter of Agency	We do not have a signed consultant agreement or Letter of Agency	<input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> N/A
Correspondence between the consultant/service provider and the school/library regarding the competitive bidding process and the application process		<input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> N/A
Organizational Structure	This section does not apply to GISD	<input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> N/A
Resource Plan (page 7)	The included Document is titled 2) Resource Plan and applies to no specific FRN	<input checked="" type="checkbox"/> Enclosed
E-Rate Implementation Description (page 7)	The included Document is titled 3) E-Rate Implementation Description and applies to no specific FRN	<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> N/A
Technology Plan Support Request for FY 2006 (page 8)	The included Documents are titled 4) Technology Plan; GISD Technology Plan 2005-2008; and Texas Education Agency 2005 Technology Plan Approval Certificate and these documents apply to no specific FRN (ie applies to entire GISD forms 470 and 471)	<input checked="" type="checkbox"/> Enclosed

Budget Information (page 8) (Approved operating budget or alternative budget documentation for FY 2006)	The included Documents are titled 5) Operating Budget, Letter from Alice Benzaia Director of Finance and Galveston Independent School District 2006-2007 Budget Projections. Applies to FRNs 1394796, 1394809, 1394818, 1394857, 1394894, 1394909, 1394918, 1452998	<input checked="" type="checkbox"/> Enclosed
Selective Review Certification (page 9)	Applies to FRNs 1394796, 1394809, 1394818, 1394857, 1394894, 1394909, 1394918, 1452998	<input checked="" type="checkbox"/> Enclosed

SECTION 1: AUTHORIZED SIGNER INFORMATION		
Name of Authorized Signer Christopher C. Webber	Title Executive Director of MIS	
Email Address Chris_Webber@gisd.org	Telephone Office: 409-766-5174 Fax : 409-762-8147	
Authorized Signer's Employer's Name		
Employer's Street Address 3904 Avenue T, Galveston	State TX	Zip Code 77550
SECTION 2: APPLICANT INFORMATION		
Billed Entity Name GALVESTON INDEP SCHOOL DIST	Billed Entity Number 141339.	
Funding Year 2006 Forms 471 Application Numbers: 495787		
SECTION 3: CERTIFICATION STATEMENTS		
<ul style="list-style-type: none"> I certify that I prepared the responses in this document on behalf of the above named entity. I certify that despite any budget deficits, fund-raising effort shortfalls, or other uncertainties that the funding source(s) identified for my applicant share of E-rate will not be affected. I certify that the Billed Entity <ul style="list-style-type: none"> <input type="checkbox"/> is an Education Service Agency as defined under state law. <input type="checkbox"/> is not an Education Service Agency (ESA) as defined under state law. 		
Authorized Signer's Signature 	Date 5/19/06	
Authorized School or Library Official's Signature 	Date 5/19/06	
Title of Authorized School or Library Official Executive Director of MIS / GISD		

Thank you for your assistance,



Christopher C. Webber
Executive Director MIS / Galveston ISD
Voice: 1-409-766-5174
Fax: 1-409-762-8147
Email: chris_webber@gisd.org

Item 25 WORKSHEET SUMMARY:

Complete and return to Schools and Libraries Division (See pages 5-7 for instructions)

Item 25 Worksheet Summary	Funding Year 2005 (07/01/05-06/30/06)	Funding Year 2006 (07/01/06-06/30/07)
Section I: Connectivity (see page 5)		
I-A. Commitment Amount Requested		
• Telecom	1	\$381,609.07
• Internet Access	2	\$35,672.40
• Basic Maintenance of Internal Connections	3	\$0.00
• Internal Connections	4	\$0.00
I-B. Form 471 Applicant's Share		
• Telecom	5	\$88,039.97
• Internet Access	6	\$8,367.60
• Basic Maintenance of Internal Connections	7	\$0.00
• Internal Connections	8	\$0.00
I-C. Amounts not covered by E-Rate		
• Telecom	9	\$88,039.97
• Internet Access	10	\$8,367.60
• Basic Maintenance of Internal Connections	11	\$500.00
• Internal Connections	12	\$7,800.00
Section II: Hardware (see page 6)		
II-A. Number of Computers Connected	13a. 2622	13b. 2700
II-B. Number of Servers Connected	14a. 40	14b. 40
II-C. Number of Data/Voice Drops Installed	15a. 3100	15b. 3150
II-D. Applicant Expenditure	16a. \$ 650,000.00	16b. \$ 650,000.00
II-E. Contribution / In-Kind Donations	17a. \$ 79,200.00	17b. \$ 0.00
Section III: Professional Development (see page 6)		
III-A. Staff Training Hours (since 2002) (Total 100%): 0-4 Hrs. <u>80</u> % 5-14 Hrs. <u>13</u> % 15-24 Hrs. <u>5</u> % 25-49 Hrs. <u>1</u> % 50+ Hrs. <u>1</u> %		
III-B. Applicant Expenditure	20a. \$ 23,800.00	20b. \$ 25,000.00
III-C. Contribution / In-Kind Donations	21a. \$ 0.00	21b. \$ 0.00
Section IV: Software (see page 6)		
IV-A. Applicant Expenditure	23a. \$ 190,000.00	23b. \$ 210,000.00
IV-B. Contribution / In-Kind Donations	24a. \$ 0.00	24b. \$ 0.00
Section V: Retrofitting (see page 6)		
V-A. Applicant Expenditure	26a. \$ 65,000.00	26b. \$ 70,000.00
V-B. Contribution / In-Kind Donations	27a. \$ 0.00	27b. \$ 0.00
Section VI: Maintenance (see page 6)		
VI-A. Applicant Expenditure	29a. \$ 120,000.00	29b. \$ 130,000.00
VI-B. Contribution / In-Kind Donations	30a. \$ 0.00	30b. \$ 0.00

Section VII: Technology Implementation Level (Enter Number of schools/libraries at each level from worksheet)

Level 1 current: 0	Level 2 current: 0	Level 3 current: 0	Level 4 current: 15
Level 1 by 6/30/07: 0	Level 2 by 6/30/07: 0	Level 3 by 6/30/07: 0	Level 4 by 6/30/07: 15

**Galveston Independent School District
2006 E-Rate Filing Summary**

Galveston Independent School District

E-Rate 2006 Filing Summary: Telecommunications and Internet Access Categories

471 #	Application Funding Request Number (FRN)	Category of Service for E-Rate	Service filed for & Attachment #	SLD Funding Commitment Request
495787	1394796	Telecommunications	495787-TC-Local	\$ 170,908.90
495787	1394809	Telecommunications	495787-TC-T1	\$ 12,836.00
495787	1394818	Telecommunications	495787-TC-LDIST	\$ 7,047.00
495787	1394857	Telecommunications	495787-TC-CELLULAR	\$ 51,030.00
495787	1394894	Telecommunications	495787-TC-PAGER	\$ 1,883.99
495787	1394909	Telecommunications	495787-TC-GIGAMAN	\$ 126,369.72
495787	1394918	Internet Access	495787-TW-ISP	\$ 35,672.40
495787	1452998	Telecommunications	495787-GIGAMAN- AUSTIN MS	\$ 11,933.46
				\$417,281.47
				SLD

Galveston ISD
Telecommunications

Attachment FRN 1394796

Applicant: Galveston ISD
BEN: 141339

Attachment: 495787-TC-Local
Application: 495787

Narrative description: District-wide local telephone service for E-Rate eligible schools and administration.

# Months	Product or Service Description	Monthly Cost	Extended Pre-discount Cost	
			Non-Recurring	Recurring
12	Local Telephone Service	\$17,583.22	\$ -	\$210,998.64
		TOTAL:	\$ -	\$ 210,998.64

Notes on Signed and Dated Contracts

No signed and dated contract - this is a tariffed month to month service

Attached are SBC service guarantee letter & Consolidated Phone Bill for this FRN (and others)

Notes on RFPs

N/A

Notes on Bid responses

N/A

Notes on Vendor Selection Process

N/A

Notes on correspondence - Bidding Process / Vendor Selection

N/A

Galveston ISD
Telecommunications

FRN 1394809

Applicant: Galveston ISD
GEN: 141339

Attachment: 495787-TC-T1
Application: 495787

Narrative description: Existing T-1 Access to schools for connectivity to Internet.

# Months	Product or Service Description	Monthly Cost	Extended Pre-discount Cost	
			Non-Recurring	Recurring
12	T-1 Lines to schools	\$1,300.00		\$15,600.00
		TOTAL:		\$ 15,600.00

Notes on Signed and Dated Contracts

No signed and dated contract - this is a tariffed month to month service
Attached are SBC service guarantee letter & Consolidated Phone Bill for this FRN (and others)

Notes on RFPs

N/A

Notes on Bid responses

N/A

Notes on Vendor Selection Process

N/A

Notes on correspondence - Bidding Process / Vendor Selection

N/A

**Galveston ISD
Telecommunications**

FRN 1394909

Applicant: Galveston ISD

Attachment: 495787-TC-GIGAMAN

GEN: 141339

Application: 495787

Narrative description: Existing service and installation and transition to GigaMan service to eligible school sites.

# Months	Product or Service Description	Monthly Cost	Extended Pre-discount Cost	
			Non-Recurring	Recurring
12	SBC GigaMan Service to eligible school sites	\$13,001.00		\$156,012.00
		TOTAL:		\$ 156,012.00

Notes on Signed and Dated Contracts

Signed and dated contract attached

Also attached are SBC service guarantee letter & Consolidated Phone Bill for this FRN (and others)

Notes on RFPs

N/A

Notes on Bid responses

N/A

Notes on Vendor Selection Process

N/A

Notes on correspondence - Bidding Process / Vendor Selection

N/A

Galveston ISD
Telecommunications

FRN 1452998

Applicant: Galveston ISD
BEN: 141339

Attachment: 495787-GigaMan AUSTIN MS
Application: 495787

Narrative description: New service and installation to GigaMan service for Austin Middle School.

# Months	Product or Service Description	Monthly Cost	Extended Pre-discount Cost	
			Non-Recurring	Recurring
12	SBC GigaMan Service to Austin Middle School	\$1,104.95		\$13,259.40
		TOTAL:	\$ -	\$13,259.40

Notes on Signed and Dated Contracts

Signed and dated contract attached

Also attached is the SBC service guarantee letter

Notes on RFPs

N/A

Notes on Bid responses

N/A

Notes on Vendor Selection Process

N/A

Notes on correspondence - Bidding Process / Vendor Selection

N/A

FRN 1394796
FRN 1394809
FRN 1394909
FRN 1452998

February 16, 2006

Nunzio Arcidiacono
Galveston Independent School District
3904 Avenue T
Galveston, Texas 77550

Dear Nunzio,

We accept your interest to continue utilizing Local Telephone service from Southwestern Bell Telephone, L.P. dba AT&T Texas ("AT&T") for the period July 1, 2006 to June 30, 2007 for tariff services on month to month terms.


AT&T will provide Galveston Independent School District ("District") with Plexar II, analog and digital loop lines, Digital loop trunks, ISDN, GigaMAN, T-1's (the "Services") pursuant to the Form 470 filed by the District on January 5, 2006. Prices, terms and conditions are pursuant to applicable tariff. The monthly recurring charge for the Services is \$25,397.80. The dollar amount was emailed to you in the form of SO2 reports on Feb. 14th

It has been a pleasure to provide service to your school district over the past year and we look forward to meeting your needs in the future.

Regards,



ACCEPTED:


Galveston Independent School District

Date

2/16/06

SUBJECT TO AND CONDITIONED UPON APPROVAL BY THE BOARD OF TRUSTEES.



FRN 1394909

Retention Period: Active Plus 5 Years

Agreement For Specialized Service or Arrangement

Case Number 7263.1.1-12.1

This Agreement is entered into between Southwestern Bell Telephone Company (hereinafter "Seller") and

Galveston ISD

(hereinafter "Buyer"), for the provision of the Service (hereinafter "Service").

1. Seller will install and maintain (enter description of Service being sold and Service locations).
Please see attachment for details

Seller agrees to provide Service for a term of 36 months commencing on the date testing by Seller is complete and the Service is available for use by the Buyer. At no additional charge, Seller will, at Buyer's request, cooperatively test at the time of installation the parameters applicable to the Service as specified in this Agreement. Seller will give Buyer at least five (5) days advance notice, by telephone, of test date. All test results will be made available to Buyer upon request. Notwithstanding the above, if Buyer fails to participate in the test, such failure shall not delay commencement of the term of this Agreement.

2. Seller will use its best effort to install and test the Service to meet the Buyer's requested service date of 07/01/2005
3. (a) Buyer agrees to pay Seller, during the above term, a monthly recurring charge of \$ 13000.67 and at the commencement of said term a one-time non-recurring charge of \$ 0. These rates (will X will not) be subject to Seller initiated increases during said term.
(b) In the event that the Service is terminated by the Buyer prior to the end of the term of this Agreement, Buyer agrees to pay Seller full payment based on the number of months remaining on this Agreement multiplied by Seller's last authorized monthly rate in effect at termination.
4. Alteration by the Buyer of any technical parameter specified for the Service, without the prior written permission of Seller, shall terminate this Agreement and Buyer will be subject to the termination charges described in paragraph 3(b) above.
5. The network interface for the Service shall be determined by Seller within the building where the Service is terminated, and Buyer may attach its equipment at this point.
6. (a) Seller shall exclusively repair and maintain the Service up to and including the network interface. Maintenance of the Service shall be at Seller's expense, except if required because of negligent or willful misconduct of the Buyer, its subsidiaries or affiliates, or any other person using the Buyer's facilities which are connected to Seller's facilities, or because of the equipment provided by Buyer or by any other person on Buyer's behalf, which equipment is connected to Seller's facilities on Buyer's side of the network interface. In such event, Buyer shall pay Seller cost of labor and material as determined in accordance with Seller's cost accounting system. Provided, however, if the charge for any work operation is specified in a Seller Tariff filed with the governmental regulatory commission with jurisdiction over the subject matter, the work operation will be billed at the Tariff rate.
(b) Buyer shall assure that the equipment it provides does not cause hazards to Seller's personnel, or cause damage to or require modification of Seller's equipment or facilities. Buyer shall provide to Seller access to the Buyer's originating and terminating locations of the Service as described in paragraph 1 above.
7. Seller and Buyer will take reasonable precautions in the location, construction and maintenance of their facilities so as not to interfere with the Service or facilities furnished by the other.
8. No subsequent Agreement between Buyer and Seller concerning the Service shall be effective or binding unless it is made in writing. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein.
9. Notices under this Agreement shall be addressed as follows:

Buyer: Galveston ISD
P.O. Box 660
Galveston, Texas 77553

Seller: SBC
6500 West Loop South, Zone 52
Bellaire, Texas 77401

The effective date of any notice under this Agreement shall be the date of receipt by the addressee.

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Agreement For Specialized Service or Arrangement Case Number 72963.1.1-12.1

10. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Agreement. This Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.
11. This Agreement is subject and subordinate to the rules and regulations of the FCC, state regulatory commissions or any other applicable governmental regulatory authority.
12. Neither party shall be liable to the other or any third parties claiming through or for such party for indirect, special or consequential damages even if advised of the possibility of such damages.
13. Buyer shall not assign or otherwise transfer its rights or obligations under this Agreement except with the prior written consent of Seller.
14. In the event either party shall be in breach or default of any terms or conditions of this Agreement, and said breach or default shall continue for a period of ten (10) days after the giving of written notice to the defaulting party thereof, or if said breach or default is not capable of being cured within said 10 day period and the defaulting party shall not commence the cure within said period or shall not thereafter diligently prosecute the completion of curing of such breach or default, then in addition to all other rights and remedies at law or in equity, the non-defaulting party shall have the right to cancel this Agreement.
15. Buyer agrees to submit to Seller all advertising, sales promotions, press releases and other publicity matters relating to Service wherein Seller's names or marks are mentioned or language from which the connection of said names or marks therewith may be inferred or implied and Buyer further agrees not to publish or use such advertising, sales promotion, press releases or publicity matters without Seller's written approval.
16. This Agreement shall be effective as of the date of execution by Seller.
17. This Agreement shall be a contract under and governed by the laws of the State of Texas.
18. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings relating to the Service.
19. This Agreement supersedes case # _____
20. Buyer certifies that this Service:
 - ☒ contains 10% or less interstate traffic;
 - ☐ contains greater than 10% interstate traffic.

IN WITNESS WHEREOF, the parties' authorized representatives hereby execute this Agreement.

Customer Galveston ISD

By *Lynn Hale*

Print Lynn Hale

Title Superintendent of Schools

Date Feb. 18, 2005

SOUTHWESTERN BELL TELEPHONE COMPANY

By *Susan L. Caraway*

Print Susan L. Caraway

Title Regional Sales Manager

Date 2-18-05

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Texas House Bill 2128 Network Services Agreement

Retention Period: Active Plus 5 Years

Case Number: 117755.1.1

FAN 1452998

This Agreement is entered into between SBC Global Services, Inc. dba AT&T Global Services on behalf of Southwestern Bell Telephone, L.P. dba AT&T Texas ("AT&T") and Galveston ISD ("Customer"), for the provision of the Service ("Service").

1. Pursuant to Texas House Bill 2128, AT&T will install and maintain (enter description of Service being sold and Service locations).

GigaMAN service from 3904 Ave T, Galveston Texas to 1614 Ave. N1/2 Galveston Texas

AT&T agrees to provide Service for a term of 36 months commencing on the date testing by AT&T is complete and the Service is available for use by Customer ("Cutover"). At no additional charge, AT&T will, at Customer's request, cooperatively test at the time of installation the parameters applicable to the Service as specified in this Agreement. AT&T will give Customer at least five (5) days advance notice, by telephone, of test date. All test results will be made available to Customer upon request. Notwithstanding the above, if Customer fails to participate in the test, such failure shall not delay commencement of the term of this Agreement.

2. AT&T will use its best effort to install and test the Service to meet Customer's requested service date of 7/1/06.

3. A. Customer agrees to pay AT&T, during the above term, a monthly recurring charge of \$1104.95 and at the commencement of the term a one-time non-recurring charge of \$0.00. These rates (☐ will ☒ will not) be subject to AT&T-initiated increases during said term.

B. If Customer cancels this Agreement prior to Cutover, Customer shall reimburse AT&T for all non-recoverable expenses incurred in processing the Agreement and for the installation of required equipment and facilities completed up to the date of cancellation.

C. If Customer terminates the Service after the Cutover and prior to the expiration of the term, Customer shall be liable for early termination charges in accordance with the applicable tariff at the time of execution of this Agreement. For services not governed by tariff, Customer shall be liable for 50% of the remaining monthly recurring charges provided in this Agreement. Termination charges are due immediately upon termination.

4. Alteration by Customer of any technical parameter specified for the Service, without the prior written permission of AT&T, shall terminate this Agreement and Customer will be subject to the termination charges described in paragraph 3.C. above.

5. The network interface for the Service shall be determined by AT&T within the building where the Service is terminated, and Customer may attach its equipment at this point.

6. A. AT&T shall exclusively repair and maintain the Service up to and including the network interface. Maintenance of the Service shall be at AT&T's expense, except if required because of negligent or willful misconduct of Customer, its subsidiaries or affiliates, or any other person using Customer's facilities which are connected to AT&T's facilities, or because of the equipment provided by Customer or by any other person on Customer's behalf, which equipment is connected to AT&T's facilities on Customer's side of the network interface. In such event, Customer shall pay AT&T cost of labor and material as determined in accordance with AT&T's cost accounting system; provided that, if the charge for any work operation is specified in a AT&T Tariff filed with the governmental regulatory commission with jurisdiction over the subject matter, the work operation will be billed at the Tariff rate.

B. Customer shall ensure that the equipment it provides does not cause hazards to AT&T's personnel, or cause damage to or require modification of AT&T's equipment or facilities. Customer shall provide access to Customer's premises and equipment to AT&T, its suppliers and agents for installation, testing, repair and maintenance purposes.

7. AT&T and Customer will take reasonable precautions in the location, construction and maintenance of their facilities so as not to interfere with the Service or facilities furnished by the other.

8. No subsequent agreement between Customer and AT&T concerning the Service shall be effective unless it is made in writing. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein.

9. Notices under this Agreement shall be addressed as follows:

Customer: Galveston ISD

AT&T:

CONFIDENTIAL INFORMATION

This agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.